

## RELEASE DEED

001224

The MAINE CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (hereinafter referred to as the "Grantor") in consideration of One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars paid to it by Ware-Butler, Inc. of 14 North Street, P. O. Box 2, Waterville, Maine 04901 (hereinafter referred to as the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land situated in Waterville, Kennebec County, Maine (hereinafter referred to as the "Premises") described as follows:

TRANSFER  
TAX  
PAID

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is made subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise over any remaining land or location of the Grantor.
2. The Grantor hereby reserves to itself, its successors, assigns, affiliates and licensees, a permanent right of way, license and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (hereinafter collectively referred to as the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and without the payment of any further consideration to execute, acknowledge and deliver such instruments, suitable for recording with the registry of deeds, as the Grantor may reasonably require to confirm and acknowledge title to the Telecommunications Easement in the Grantor.

3. There is excepted from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast), and/or related equipment located in whole or in part within the Premises (hereinafter referred to as the "Trackage") and this conveyance is subject to the right of the Grantor to enter upon the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor are necessary for the removal of such Trackage. Days during the months of December, January, February and March shall not be counted or included in the aforesaid ninety(90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
5. By the acceptance of this deed and as part consideration therefor, the Grantee covenants and agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, costs and expense (including reasonable attorney's fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

6. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to build and forever maintain fences (together with any necessary gates) suitable to the Principal Engineering Officer of the Grantor along the boundaries of the Premises which are common to remaining land or location of the Grantor (hereinafter referred to as the "Fences"), if Fences are required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee shall fail to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain,, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is not lawful, then the finance charge shall then be the highest lawful amount which does not said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay the Grantor's cost of collection, including reasonable attorney's fees.
7. This conveyance is subject to the following restrictions for the benefit of other land or location of the Grantor, to wit: that from the date of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.

8. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, Adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee further covenants and agrees not to permit or allow, either directly or indirectly, any drainage to flow from the Premises onto other land or location of the Grantor (including, but not limited to, flowing drainage from the Premises into or to existing drainage ditches or culverts located either in part or entirely upon remaining land and location of the Grantor). Furthermore, the Grantee covenants and agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to the cost of defending and all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of these covenants in respect to drainage.
9. There is excepted from this conveyance the sidetrack on the Premises shown on the plan referred to in Exhibit A and all Trackage appurtenant thereto (the "Sidetrack") and this conveyance is subject to the right of the Grantor to use and maintain the Sidetrack, including, without limitation, the right to operate locomotives and cars thereon and the right to enter the Premises from time to time and at any and all times to inspect, repair, replace, renew, maintain and remove the Sidetrack.
10. Whenever used in this deed, the term "Grantor" shall not only refer to the **Maine Central Railroad Company**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to **Ware-Butler, Inc.**, but also its successors, assigns and grantees, as the case may be.
11. The several reservations, conditions, covenants and agreements contained in this deed are to be considered as running with the land and are to be binding upon the Grantee forever.

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52-37MAINE CENTRAL RAILROAD COMPANYAssistant Clerk's Certificate

August 18, 1989

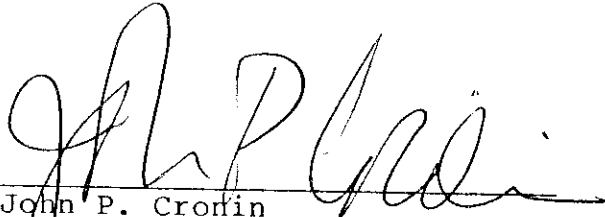
I, John P. Cronin, being the duly elected and presently serving Assistant Clerk of the Maine Central Railroad Company (the "Corporation"), do hereby certify that the following votes were duly adopted by the Directors of the Corporation at a meeting of the Board of Directors held on August 18, 1989:

VOTED: That the Corporation assign, sell, transfer and convey to Ware Butler, Inc., a Maine corporation, a parcel of land located in Waterville, Maine consisting of approximately 111,500 square feet, for a purchase price of one hundred forty thousand dollars (\$140,000).

VOTED: That David A. Fink, President of the Corporation, or Kenneth C. Austin, Vice President - Finance of the Corporation, jointly or individually, are hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal and deliver such agreements of sale, deeds, certificates and other instruments as he or they shall deem necessary, appropriate, or convenient to effect the transaction contemplated by the foregoing vote, and that all actions taken by said David A. Fink to effect said transactions prior to the date hereof are hereby ratified, approved, confirmed and adopted in all respects.

I further certify that such votes have not been altered, amended or rescinded and remain in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Corporation as of this 18th day of August, 1989.

  
John P. Cronin  
Assistant Clerk



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IN WITNESS WHEREOF, the said **Maine Central Railroad Company** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 27th day of October, 1989.

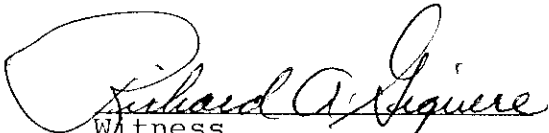
**MAINE CENTRAL RAILROAD  
COMPANY**

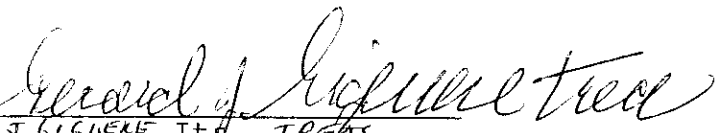
  
Witness

By:   
David A. Fink

The Grantee hereby accepts and agrees to become bound by the several reservations, conditions, covenants and agreements contained in this release deed.

**WARE-BUTLER, INC.**

  
Witness


By:   
GERALD J. GIGUERE Its TREAS.  
Thereunto duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

October 27, 1989

Then personally appeared the above-named David A. Fink, the President of the **Maine Central Railroad Company** and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said **Maine Central Railroad Company**, before me.

  
Notary Public LEONAL O. LEEA  
My Commission Expires:  
10-23-92

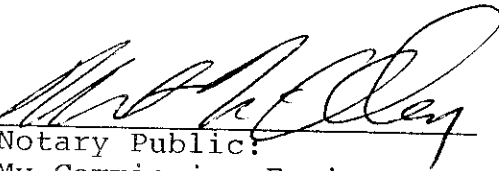
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52-37

STATE OF MAINE

Kennebec, ss.

October 27, 1989

Then personally appeared Gerard J. Giguere the Treasurer  
of Ware-Butler Inc. and acknowledged the foregoing release  
deed to be his/her free act and deed and the free act and  
deed of said Ware-Butler, Inc., before me.

  
Notary Public:  
My Commission Expires:

MARTIN F. McCLUSKEY, NOTARY PUBLIC  
STATE OF MAINE  
MY COMMISSION EXPIRES 4/30/95

A certain lot or parcel of land situated on the northeasterly side of North Street and the northwesterly side of Pleasant Street in the City of Waterville, County of Kennebec, State of Maine, bounded and described as follows:

Beginning at an iron pin found on the apparent northeasterly sideline of North Street at the most westerly corner of land now or formerly of Ware-Butler, Inc. as recorded in the Kennebec County Registry of Deeds, Book 3034 Page 322. Thence by the following courses and distances:

1) N59° 53' 40" W along the apparent northeasterly sideline of North Street a distance of Fourteen and 90/100ths (14.90) feet to an iron pin set.

2) N51° 42' 44" W along said Street a distance of Sixty-four and 01/100ths (64.01) feet to a monument found.

3) Thence northwesterly along said Street following a curve to the right with a radius of Four Hundred Seventy-five and 87/100ths (475.87) feet an arc distance of Eighty-seven and 21/100ths (87.21) feet to an iron pin set radially Forty-nine and 42/100ths (49.42) feet right of Station 3780+70.35.

4) N 14° 13' 55" E a distance of Eleven and 42/100ths (11.42) feet to an iron pin set radially Thirty-eight and 00/100ths (38.00) feet right of Station 3780+70.35.

5) Thence easterly following a curve to the left with a radius of Two Thousand One Hundred Forty-seven and 24/100ths (2147.24) feet an arc distance of Four Hundred Fifty-three and 04/100ths (453.04) feet to an iron pin set radially Thirty-eight and 00/100ths (38.00) feet right of Station 3785+15.37.

6) N 02° 08' 36" E a distance of Five and 00/100ths (5.00) feet to an iron pin set radially Thirty-three and 00/100ths (33.00) feet right of Station 3785+15.37.

7) Thence easterly following a curve to the left with a radius of Two Thousand One Hundred Forty-two and 24/100ths (2141.24) feet an arc distance of Forty and 00/100ths (40.00) feet to an iron pin set radially Thirty-three and 00/100ths (33.00) feet right of Station 3785+54.75.

8) S 01° 04' 25" W a distance of Five and 00/100ths (5.00) feet to an iron pin set radially Thirty-eight and 00/100ths (38.00) feet right of Station 3785+54.75.

9) Thence easterly following a curve to the left with a radius of Two Thousand One Hundred Forty-seven and 24/100ths (2147.24) feet an arc distance of Four Hundred Thirty-one and 38/100ths (431.38) feet to an iron pin set radially Thirty-eight and 00/100ths (38.00) feet right of Station 3789+78.50.

10) S 10° 26' 13" E a distance of One Hundred Seven and 16/100ths (107.16) feet to an iron pin set radially One Hundred Forty-five and 16/100ths (145.16) feet right of Station



52-18  
52-37

3789+78.50, and the apparent northwesterly sideline of Pleasant Street.

11) S 42° 17' 06" W along the apparent northwesterly sideline of Pleasant Street a distance of One Hundred Seventy-five and 30/100ths (175.30) feet to a monument found and land now or formerly of Ronald G. Loubier as recorded in said Registry, Book 3015 Page 134.

12) N 47° 51' 19" W along land of said Loubier a distance of One Hundred Twenty-four and 96/100ths (124.96) feet to an iron pin found.

13) S 42° 13' 48" W along land of said Loubier a distance of Fifty-three and 35/100ths (53.35) feet to an iron pin found and land now or formerly of Downeast Energy, Inc. as recorded in said Registry, Book 3117 Page 282.

14) N 48° 15' 05" W along land of said Downeast Energy, Inc. a distance of Twenty-five and 00/100ths (25.00) feet to an iron pin found.

15) S 42° 13' 47" W along land of said Downeast Energy, Inc. a distance of Forty-nine and 91/100ths (49.91) feet to an iron pin found and land now or formerly of Down East Energy Corp. as recorded in said Registry, Book 2769 Page 62.

16) N 48° 38' 32" W along land of said Down East Energy Corp. a distance of Twenty-five and 04/100ths (25.04) feet to an iron pin found at the easterly side of the Eleven foot wide strip described in Book 1788 Page 296 and Book 2769 Page 62.

17) N 29° 20' 30" W along the rear line of said Eleven foot wide strip a distance of Eleven and 99/100ths (11.99) feet to an iron pin set and land now or formerly of Carroll J. and Jolene P. Houle as recorded in said Registry, Book 1788 Page 296.

18) N 59° 53' 40" W along land of said Houle a distance of Seventy-five and 00/100ths (75.00) feet to an iron pin set.

19) S 30° 06' 20" W along land of said Houle a distance of Seventy-nine and 00/100ths (79.00) feet to an iron pin set and other land of said Houle as recorded in said Registry, Book 1467 Page 370.

20) N 71° 24' 30" W along land of said Houle a distance of One Hundred Thirty-seven and 77/100ths (137.77) feet to an iron pin set.

21) S 30° 06' 20" W along land of said Houle a distance of Forty-three and 50/100ths (43.50) feet to an iron pin set on the apparent northeasterly sideline of North Street.

52-18  
52-37

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22) N 59° 53' 42" W along the apparent northeasterly sideline of North Street a distance of Eleven and 72/100ths (11.72) feet to an iron pin found and land of said Ware-Butler, Inc.

23) N 22° 12' 49" E along land of said Ware-Butler, Inc. a distance of Fifty and 48/100ths (50.48) feet to an iron pin found.

24) N 59° 53' 40" W along land of said Ware-Butler, Inc. a distance of Two Hundred Forty-one and 07/100ths (241.07) feet to an iron pin found.

25) S 30° 06' 20" W along land of said Ware-Butler, Inc. a distance of Fifty and 00/100ths (50.00) feet to the point of beginning, be all said measurements, more or less, however bounded and described, said parcel containing an area of about 112,900 Sq. Ft., more or less or about 2.6 acres, more or less, and shown upon a plan entitled: Standard Boundary Survey, Land in Waterville, Maine, Maine Central Railroad Company to Ware-Butler, Inc., Scale: 1"=40', Date: October 1989, Prepared by K&K Land Surveyors, Inc., Oakland Maine.

465-7077

RECEIVED KENNEDY SS.

1990 JAN 19 PM 12:43

TEST: *Harold Burt Moore*  
REGISTER OF DEEDS